

The complaint

Miss B's complaint is about a claim she made on her INTACT INSURANCE UK LIMITED ('Intact') pet insurance policy, which was declined.

Miss B says Intact treated her unfairly.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I don't uphold Miss B's complaint against Intact. Before I explain why I acknowledge both the volume of submissions made by Miss B and her strength of feeling about her complaint. Whilst I've read everything she's said, I won't be addressing it all. That's not intended to be disrespectful. Rather it's representative of the informal nature of the Financial Ombudsman Service. Instead, I'll focus on the crux of her complaint, namely whether it was fair for Intact to decline her claim in the way that they did.

- The starting point is the policy terms. They say: *"We don't pay for health issues, concerns, illnesses and injuries which you or your vet were aware of before you took out the policy, they are known as pre-existing conditions, they are:*
 - *signs or symptoms of diagnosed or undiagnosed injuries or illnesses;*
 - *existing illnesses or injuries;*
 - *existing physical abnormalities;*
 - *existing illnesses, injuries or physical abnormalities which lead to other health issues or injuries;*
 - *illnesses or injuries which are medically linked to existing illnesses, injuries or physical abnormalities."*
- Intact say that Miss B was aware of signs or symptoms of her pet experiencing difficulties with its breathing before she took out the policy and as such, they were entitled to decline the claim in the way that they did. It's for Intact to prove the exclusion they're relying on applies her on the balance of probabilities. Having considered the evidence both parties have supplied, I am satisfied that Intact have demonstrated Miss B had an awareness of signs or symptoms of the problem she eventually claimed for before the policy was in place.
- Intact instructed an investigator to interview Miss B. During the call Miss B told the investigator that she had seen no reason to take out cover before taking insurance with Intact as her pet had always been fine. When the investigator asked what prompted her to take out cover when she did she said she'd noticed her pet's breathing had gotten *"a bit bad and she was struggling with her breathing. I thought I did not want to be abroad if anything was to happen to her and that's what prompted me to get insurance"*. When asked about her pet's symptoms before cover was in place, Miss B said her pet was

really snotty and quite congested and would struggle on walks more and more. She also said the pet seemed alright but was just a bit snotty. Two months after cover was in place Miss B then took her pet to the vet. In the call with the investigator, she referred to being a little bit concerned. The clinical notes reference Miss B's concern about upper respiratory tract noises, increased snoring noises and worse after small amount of exercise. The claim Miss B made for her veterinary costs was in relation to the investigation and potential treatment of those symptoms, which Intact declined.

- The purpose of insurance is to provide cover for something that may or may not happen. It's clear to me that in this case Miss B's pet was experiencing the same symptoms she was claiming for and that she took out insurance in case these symptoms became a problem. Given her knowledge of these symptoms, I think it was more than fair for Intact to turn down her claim. Whether those symptoms turned out to be nothing more than symptomatic of the pet's breed make no difference here. I say so because the purpose of Miss B taking out cover was to protect her in case those specific symptoms turned into something of concern, as they did here. And that's not something that this sort of insurance provides cover for.
- When considering the evidence, I have of course taken into account all of the submissions made by Miss B. But I don't think they support that she was unaware there was a problem she might need cover for nor that the way the questions were put to her by Intact's investigator were somehow unfair or misleading. My view is that she answered those questions honestly and that if there was no prompt for her to take out cover, she would have said so. I appreciate that she might not have known how much cover she might need for the investigation of a breathing problem and subsequent treatment when she took out the insurance, but again, that makes no difference here. The fact remains that she was aware of specific symptoms she thought might require investigation or treatment and that was the reason she took the cover. In those circumstances, Intact were entitled to turn down her claim in the way that they did.

My final decision

For the reasons set out above, I don't uphold Miss B's complaint against INTACT INSURANCE UK LIMITED.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 30 December 2025.

Lale Hussein-Venn
Ombudsman